
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 14, 2019

ALTIMUNE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32587
(Commission
File Number)

20-2726770
(IRS Employer
Identification No.)

910 Clopper Road, Suite 201S
Gaithersburg, Maryland
(Address of principal executive offices)

20878
(Zip Code)

Registrant's telephone number including area code: (240) 654-1450

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 14, 2019, Altimmune, Inc. (the “Company”) and Will Brown, the Company’s Acting Chief Financial Officer, entered into an amendment (the “Amendment”) to Mr. Brown’s consulting agreement, dated as of May 21, 2018. The Amendment provides that, if Mr. Brown is not appointed as the Company’s full-time Chief Financial Officer by July 1, 2019, then from such date, Mr. Brown will receive a fee of \$35,400 for each full month that he continues to provide services as Acting Chief Financial Officer. In addition, if on or after such date, the Company terminates Mr. Brown’s engagement without “Cause” (as defined in the agreement), then subject to his signing and not revoking a general release of claims against the Company and its affiliates in a form provided by the Company, he will receive \$84,000.

The foregoing description is qualified in its entirety by reference to the Amendment, which is attached as Exhibit 10.1 to this Form 8-K and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit
Number

Description

10.1 [Amendment, dated March 14, 2019, to Consulting Agreement, dated May 21, 2018, by and between Altimmune Inc., and William Brown](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALTIMMUNE, INC.

By: /s/ Vipin K. Garg

Name: Vipin K. Garg

Title: President and Chief Executive Officer

Dated March 15, 2019

**AMENDMENT TO
CONSULTING AGREEMENT**

This Amendment (this "Amendment") to the Consulting Agreement, entered into on May 21, 2018 and effective as of May 8, 2018 (the "Consulting Agreement"), by and between Altimmune, Inc., a Delaware corporation (the "Company"), and Will Brown, an individual resident in Colorado ("Consultant"), is entered into on this 14th day of March, 2019.

WHEREAS, the Company and Consultant desire to amend the Consulting Agreement on the terms provided herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 1 is amended by adding the following as a new sub-section (d):

“(d) If, during the term of this Agreement, the Company appoints Consultant as its full time Chief Financial Officer, the parties agree to negotiate in good faith to enter into an employment agreement on mutually agreed terms, which employment agreement will supersede and replace in its entirety this Agreement.”

2. The first sentence of Section 2(a) is amended by adding the following phrase immediately before the period:

“; *provided* that, if Consultant is not appointed as the Company’s full time Chief Financial Officer by July 1, 2019, then from such date, the Company shall pay Consultant a fee of \$35,400 for each full month that Consultant provides Services as the Company’s Acting Chief Financial Officer”

3. Section 3(a) is amended by deleting the phrase “fifteen (15)” where it appears and replacing it with the phrase “thirty (30)”.

4. Section 3(a) is further amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, if (i) Consultant is not appointed as the Company’s full time Chief Financial Officer by July 1, 2019 and (ii) on or after such date, the Company terminates Consultant’s engagement without Cause (other than due to Consultant’s death or disability), then subject to Consultant’s signing and not revoking a general release of claims against the Company and its affiliates in a form provided by the Company, the Company will pay Consultant \$84,000 not later than sixty (60) days after such termination.”

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5. Entire Agreement. The Consulting Agreement, as amended by this Amendment, contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of every nature relating to that subject matter.
 6. Miscellaneous. Sections 11 through 21 of the Consulting Agreement are incorporated by reference into this Amendment *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this Amendment as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

ALTIMMUNE, INC.

By: /s/ Dr. Vipin K. Garg
Dr. Vipin K. Garg

/s/ Will Brown
Will Brown

Title: President and Chief Executive Officer

[Signature page to Amendment to Consulting Agreement]